

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE WESTERN DISTRICT OF NORTH CAROLINA
ASHEVILLE/BRYSON CITY DIVISION**

IN RE:

ROMMIE DALE HUFFMAN

Debtor.

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CASE NO.: 20-10239
CHAPTER 7

**EX PARTE APPLICATION TO RETAIN
BK GLOBAL REAL ESTATE SERVICES TO PROCURE
CONSENSUAL PUBLIC SALE PURSUANT TO 11 U.S.C. § 327**

COMES NOW the Chapter 7 Trustee, Robert Mays, pursuant to 11 U.S.C. § 327, and files this Application to Retain BK Global Real Estate Services and Kelly Haydt of Haydt Real Estate Services, and in support thereof states as follows:

1. Robert Mays is the duly qualified and acting Chapter 7 Trustee of the bankruptcy estate of Rommie Huffman.
2. An asset of the bankruptcy estate is real property located at 2705 N Center St Apt 54 Hickory, NC 28601, and which is further described as follows:

Parcel Number: 3704-20-72-6254
Zoning: R-2
City/Municipality/Township: HICKORY TWP
Census Tract: 370350105.022034
Carrier Route: C014
Abbreviated Description: CITY/MUNI/TWP:HICKORY TWP LOT 1006
PLAT 17-40

hereinafter referred to as the “Real Property”.

3. The Debtor has not claimed the Real Property as exempt.
4. The Debtor listed the Real Property on his/her schedules as having a value of \$125,000.00.
5. The Trustee estimates the fair value at \$100,000.00.
6. The Real Property is subject to the following mortgage(s) or lien(s):
 - a. First Mortgage Holder: Mr. Cooper
7. Based on the Debtor's Schedules or filed proofs of claims, the following balances are due and owing on the Real Property:
 - a. Mr. Cooper in an amount exceeding \$116,580.00
8. Based upon the market value of the Real Property and the Debtor's Schedules and/or Proof of Claim, the first mortgage debt is in excess of the market value of the Real Property.
9. BK Global Real Estate Services ("BK Global") reports that it has expertise and experience in assisting trustees in negotiating with secured creditors to sell encumbered property through bankruptcy while reserving for the estate a "carveout" that results in meaningful distribution to unsecured creditors.
10. The Trustee proposes to engage BK Global, working with an associated local real estate professional (Kelly Haydt of Haydt Real Estate Services), to market the Property and assist the Chapter 7 Trustee in negotiations with the first mortgage holder to obtain the consent of the first mortgage holder for the sale of the Real Property. The Trustee will seek authority to consummate a sale only if the secured creditor consents to the sale, agrees to the payment of a six percent (6%) total real estate commission to BK Global and the associated local real estate professional, and agrees to a "carveout" to the

Bankruptcy Estate that will result in a meaningful distribution to unsecured creditors.

Upon a successful resolution with the Secured Creditor, a separate motion will be filed seeking approval of the settlement terms and conditions.

11. BK Global will not be entitled to any fees if the first mortgage holder does not grant its consent or the Court does not grant the motion to approve the sale of the Real Property.

The Trustee may terminate the listing agreement at any time by abandoning the Property or files a Report of No Distribution.

12. In no event will the bankruptcy estate have any obligation to pay BK Global or associated real estate professional for their services, or to pay the customary title and closing services. The terms of the listing agreement and this Application provide that BK Global or associated real estate professional are only entitled to payment if and when (a) secured creditor grants its consent, (b) the motion to approve sale is granted and (c) the Real Property is sold, in which event BK Global or associated real estate professional will receive a six percent (6%) real estate brokerage commission and obtain reimbursement of any out-of-pocket expenses.

13. The Trustee believes that the highest and best value for the Real Property will be generated through a sale in which the Real Property is widely marketed to the public and offered at the highest price that the market will bear. The Trustee further believes that such a sale is in the best interest of the Debtor's bankruptcy estate but can only be achieved if the Secured Creditor's consent is first obtained. The Chapter 7 Trustee believes that retaining BK Global and an associated local real estate professional to obtain the Secured Creditor's consent is in the best interest of the Debtor's bankruptcy estate.

14. The Trustee submits that the terms of employment and compensation as set out in this application and the listing agreement (Exhibit “A”), are reasonable.

15. BK Global and Haydt Real Estate Services have attested that they are disinterested persons within the meaning of Section 101(14) of the Bankruptcy Code and Federal Rule of Bankruptcy Procedure 2014 and 2016(a). These attestations are attached as Exhibits “B” and “C” hereto.

WHEREFORE, based upon the foregoing, the Chapter 7 trustee seeks the Court’s authority to retain BK Global and Haydt Real Estate Services in this case and requests that the Court approve the compensation arrangements set forth in the listing agreement and this application, pursuant to Sections 327, 328(a) and 330 of the Bankruptcy Code; and for such other and further relief as the Court determines is appropriate.

This 18th day of February, 2021.

/s/Robert A. Mays
Robert A. Mays
N.C. State Bar # 34090
The Mays Law Firm, PLLC
21 Battery Park Ave, Ste 201
Asheville, NC 28801
Tel.: (828) 435-3335

EXHIBIT A

BK Global Real Estate Brokerage Listing Agreement

This Real Estate Brokerage Listing Agreement (“Agreement”) is between

Robert Mays (“TRUSTEE”) and **BK Global Real Estate Services LLC** (“BROKER”)

Authority to Sell Property: Trustee gives Broker the right to be the EXCLUSIVE BROKER in the sale of the real and personal property (collectively “Property”) described below:

2705 N CENTER ST APT 54 HICKORY, NC 28601

Upon full execution of a contract for sale and purchase of the Property and court approval, all rights and obligations of this Agreement will automatically extend through the date of the actual closing of the sales contract. **Trustee** and **Broker** acknowledge that this Agreement does not guarantee a sale. This Property will be offered to any person without regard to race, color, religion, sex, handicap, familial status, national origin, or any other factor protected by federal, state, or local law. **Trustee** certifies and represents that she/he/it is legally entitled to convey the Property and all improvements.

Price: The starting listing price of the property will be: \$110,000.00. If there are no acceptable offers after 15 days, the list price will be reduced 5% and will reoccur every 15 days until the listing expires or if an acceptable offer is received.

Brokers Obligations: Broker will assist the Trustee to make commercially reasonable efforts to procure the consent and agreement of the senior mortgagee (“Secured Creditor”) to:

- a) Sell the Property under 11 U.S.C. § 363(b) to whichever third party you determine to have made the best qualified offer during a public sale approved by the court or agree to 11 U.S.C. § 363(k) and place a credit bid on the Property from the estate;
- b) Release its lien with respect to the Property; and
- c) Pay our fee and expenses, any commission payable to the local real estate broker and all other fees and expenses associated with the sale, and provide a carve-out for the benefit of allowed unsecured creditors of the estate.

Brokers Duties: Broker or associated real estate professional duties will include but will not be limited to the following services;

- Researching the real estate, running title and lien searches to identify creditors for resolution and any title issues.
- Advising the trustee of any issues and discuss potential resolutions.
- Conducting the resolutions under the trustee's direction.
- Assisting the trustee in the collection of documents and information for employment.
- Making and identifying the correct contact with the secured creditors.
- Notifying the secured creditor of the upcoming sale and identifying servicer requirements.
- Assisting the trustee in establishing market value and negotiating with the Servicer an acceptable sales price and establishing a carve-out.
- Development of online marketing, email campaign and full nationwide marketing services.
- Conducting an online sale, if agreed by the Trustee.
- Use of the BK Global technology platform, if agreed by the Trustee.
- Assist the trustee in the review of all offers and coordinate the final documentation of the offer accepted by the trustee.
- Managing contract requirements such as inspections, appraisals and HOA applications.
- Coordinating closings and assisting the trustee in the collection of required information for court filing.
- Closing the transaction and ensure the estate has received the appropriate funds.
- Inspecting the property and completing a broker's price opinion.
- Listing the property in the multiple listing service (MLS).
- Posting a for sale sign in the yard and coordinating showings.
- Provide the Trustee with an advanced itemized list of all commissions, fees, expenses and charges to be paid by the creditor or from the proceeds of sale.

Trustee Obligations: In consideration of **Broker's** obligations, **Trustee** agrees to:

- a) Cooperate with **Broker** in carrying out the purpose of this Agreement
- b) Provide **Broker** with keys to the Property and make the Property available for **Broker** to show during reasonable times.
- c) File all court motions and documents in a timely manner to ensure a successful sale.
- d) Advise **Broker** of any special issues or court requirements.


Term of Agreement: The term of this Agreement will commence when signed by the **Trustee** and the court approves it. This Agreement will automatically terminate upon the closing of the sale of the Property, or it may be terminated by either party for any or no reason after 180 days from commencement. In addition, this Agreement will be terminated if the **Trustee** files a Report of No Distribution, files a Notice of Abandonment of the subject property, or submits a Trustee's Final Report to the Office of the Bankruptcy Administrator.

Broker acknowledges and agrees that (a) the **Trustee** is not executing this Agreement in an individual capacity, but solely as trustee of the estate, (b) **Broker** does not and will not have any right or claim with respect to the estate and (c) **Broker's** sole recourse for payment of real estate commission, fees and expenses will be paid at closing with court approval and under the Consent of the Secured.

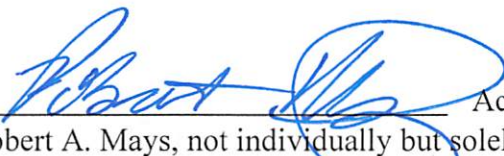
This Agreement constitutes our complete agreement on this matter and supersedes all prior agreements and representations concerning the same. It may not be modified or amended except in a writing signed by both parties.

The effective date of this agreement is 2/18/21.

BROKER:

By:  Acknowledged and agreed as of the date set forth above.
Patrick Butler, Broker-in-Charge

TRUSTEE:

 Acknowledged and agreed as of the date set forth above.
Robert A. Mays, not individually but solely as Trustee in the referenced matter.